

1 **JOHN K. PARK, ESQ. (SBN 175212)**

2 **park@parklaw.com**

3 **3255 Wilshire Blvd., Suite 1110**

4 **Los Angeles, California 90010**

5 **Telephone: (213) 389-3777**

6 **Facsimile: (213) 389-3377**

7 Attorneys for Plaintiff,

8 V.D. REALIZATION INC.

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 V.D. REALIZATION INC.,
12 a California Corporation, /d/b/a/
13 VINTAGE POINT

14 Plaintiff

15 v.

16
17 A'GACI, LLC, a Texas Corporation;
18 CEMI CERI CORP, a California
19 Corporation; ANTIQUE BRUSH,
20 Sole-Proprietorship; and DOES 1
21 through 10, inclusive,

22 Defendants
23
24

CASE NO.: 2:16-CV-02520

COMPLAINT FOR:

COPYRIGHT INFRINGEMENT

Jury Trial Demanded

25
26 COMES NOW, plaintiff V.D. REALIZATION INC. ("Plaintiff") and complains of
27 and alleges the following:
28

JURISDICTION AND VENUE

1
2 1. This is an action for copyright infringement under the Copyright Act of
3 1976, Title 17 U.S.C. § 101 et seq., seeking damages, attorneys' fees, injunctive
4 relief, and other relief based upon claims related to the misappropriation of
5 Plaintiff's intellectual property.
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8 2. This Court has federal question jurisdiction under 28 U.S.C. §§1331,
9 1338(a).
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11 3. The claims asserted herein arose in this judicial district and all
12 Defendants do business in this judicial district.
13

14 4. Venue in this judicial district is proper under 28 U.S.C. §1391(b), (c)
15 and/or (d) and 1400(a) in that this is the judicial district in which a substantial part
16 of the acts and omissions giving rise to the claims occurred.
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18 **PARTIES**

19 **The Plaintiff**

20 5. Plaintiff is a corporation incorporated and existing under the laws of the
21 State of California with its principal place of business in Los Angeles California,
22 90023.
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The Defendants

6. Plaintiff is informed and believes and thereon alleges that a defendant, A'GACI, LLC. ("A'GACI"), is a corporation and existing under the laws of the State of Texas, with its principal place of business in San Antonio, Texas, 78249.

7. Plaintiff is informed and believes and thereon alleges that Defendant A'GACI has several retail outlets in California. Plaintiff is informed and believes and thereon alleges that Defendant A'GACI is in the business of selling garments through various retail stores in California, and through its website at <https://www.agacistore.com>.

8. Plaintiff is informed, believes, and thereon alleges that a defendant, CEMI CERI CORP. ("CEMI CERI"), is a corporation incorporated and existing under the laws of the State of California with its principal place of business in Los Angeles, California 90037.

9. Plaintiff is informed, believes, and thereon alleges that Defendant CEMI CERI is a wholesale manufacturer selling at various tradeshow, at their showroom in downtown Los Angeles, and sells to various retail stores such as Defendant A'GACI.

10. Plaintiff is informed, believes, and thereon alleges that a defendant, ANTIQUE BRUSH ("ANTIQUE BRUSH"), is a sole-proprietorship and has a principal place of business in Huntington Park, California 90255.

1 11. Plaintiff is informed, believes, and thereon alleges that Defendant
2 ANTIQUE BRUSH is a print shop in the business of printing designs onto
3 merchandise such as clothing.
4

5 **The Plaintiff's Copyrights**

6 12. Plaintiff is the owner of all copyrights in a design entitled “Dreamer,
7 V1191” (referred to as "Subject Design"). Ms. Eun Young Yu, the author had
8 assigned the full and complete rights to the copyrights of the Subject Design to
9 Vintage Point (Plaintiff’s D/B/A.), via a written assignment. Exhibit A.
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11

12 13. Plaintiff has acquired, by assignment, all rights to Subject Design
13 (V1191) attested by the Copyright Registration number VA 1-951-125. Exhibit A.
14
15 The Subject Design contains materials wholly original to the respective authors, and
16 they are copyrightable subject matter under the laws of the United States. Also
17 shown in Exhibit A.
18

19 14. Plaintiff has shown the Subject Design to many customers and business
20 associates for the use of the Subject Designs for a fee and/or imprinted the Subject
21 Design on garments for sale throughout the United States, specifically sold Subject
22 Design, including but not limited to the greater Los Angeles area.
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The Defendant A’GACI’s Infringing Activities

15. Plaintiff found an unauthorized and unlicensed copy of the garment having a design that is substantially similar to Subject Design (“Infringing Garment”) sold on Defendant A’GACI’s website. Exhibit B.

16. Plaintiff has not licensed the Subject Design to Defendant A’GACI and Plaintiff has not sold any garments with the Subject Design to Defendant A’GACI.

17. Based on information and belief, Plaintiff alleges that Defendant A’GACI must have knowingly, willfully, and wantonly ordered, purchased, or manufactured infringing copies of the Subject Design from an unlicensed third party when Defendant A’GACI found the Subject Design to be popular.

18. Based on information and belief, Plaintiff alleges that Defendant A’GACI infringement of the Plaintiff’s copyright is, if not found to be willful, then at least in gross negligence.

The Defendant CEMI CERI’s Infringing Activities

19. Paragraphs 1-18 are incorporated herein by reference.

20. Plaintiff is informed and believes that Defendant CEMI CERI sold allegedly Infringing Garments to Defendant A’GACI, revealed by Defendant A’GACI.

1 21. Based on information and belief, Plaintiff alleges that Defendant CEMI
2 CERI knowingly, willfully, and wantonly ordered, purchased, imprinted, and
3 manufactured infringing copies of Subject Design when CEMI CERI realized that
4 Subject Design was popular.
5

6 22. Based on information and belief, Plaintiff alleges that the attempts by
7 Defendant CEMI CERI to hide its willful nature of infringement are highlighted by
8 using what appears to be an exact copy of Subject Design, except for changing the
9 color of the design to gold ink, altering direction of a few of the leaves, and adding
10 the dots between the feathers and flower petals in the bottom portion of the design.
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15 **The Defendant ANTIQUE BRUSH's Infringing Activities**

16 23. Paragraphs 1-22 are incorporated herein by reference.
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18 24. Plaintiff is informed and believes that Defendant ANTIQUE BRUSH
19 printed and/or sold allegedly Infringing Garments to Defendant CEMI CERI,
20 revealed by Defendant CEMI CERI.
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22 25. Based on information and belief, Plaintiff alleges that Defendant
23 ANTIQUE BRUSH knowingly, willfully, and wantonly manufactured, purchased,
24 and imprinted infringing copies of Subject Design when ANTIQUE BRUSH
25 realized that Subject Design was popular.
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1 26. Based on information and belief, Plaintiff alleges that the attempts by
2 Defendant ANTIQUE BRUSH to hide its willful nature of infringement are
3 highlighted by using what appears to be an exact copy of Subject Design, except for
4 changing the color of the design to gold ink, altering direction of a few of the leaves,
5 and adding the dots between the feathers and flower petals in the bottom portion of
6 the design.
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10 **The Defendant DOES' Infringing Activities – Subject Designs**
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12 27. Paragraphs 1-26 are incorporated herein by reference.
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14 28. Plaintiff is informed and believes and thereon alleges that defendants,
15 DOES 1 through 10, inclusive, created, assembled, distributed, manufactured and/or
16 sold garments comprised of garments printed with the derivative work of one or
17 more Plaintiff's copyrighted Subject Designs (as hereinafter defined) or that have
18 otherwise contributed to the infringement of one or more Plaintiff's copyrighted
19 Subject Designs. The true name and capacities, whether corporate, individual or
20 otherwise, of the Defendant DOES 1 through 10, inclusive, are unknown to Plaintiff
21 who therefore sues said Defendants by such fictitious names, and will ask leave to
22 amend this Complaint to show their true names and capacities when the same have
23 been ascertained.
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1 29. Plaintiff is informed and believes and thereon alleges that at all times
2 relevant hereto, each of the Defendants, including without limitation the DOE
3 Defendants, was the agent, affiliate, officer, director, manager, principal, partner,
4 joint venturer, alter-ego and/or employee of the remaining Defendants and was at all
5 times acting within the scope of agency affiliate, officer, director, manager,
6 principal, partner, joint venturer, alter-ego and/or employment relationship and
7 actively participated in, or subsequently ratified and adopted, or both, each and all of
8 the acts or conduct alleged herein, with full knowledge of all the facts and
9 circumstances, including, but not limited to, full knowledge of each and all of the
10 violations of Plaintiff's rights and the damages to Plaintiff proximately caused
11 thereby.
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18 **CLAIM FOR RELIEF**

19 **COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. §101 ET SEQ.**

20 (Against All Defendants and Each of Them)

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22 30. Paragraphs 1-29 are incorporated herein by reference.

23 31. Based on information and belief, Plaintiff alleges that Defendant
24 A'GACI had access to one or more of the Plaintiff's Subject Design, made one or
25 more copies of the Subject Design, and then made and/or sold garments having one
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1 or more substantially similar, if not identical, derivative work of the Plaintiff's
2 Subject Design.

3 32. Moreover, based on information and belief, Plaintiff alleges that
4 Defendant A'GACI fully knew or had a reason to know that Subject Design was
5 Plaintiff's copyrighted property and that Defendant A'GACI may not reproduce,
6 copy, or create derivative works on the Subject Designs without Plaintiff's consent,
7 as attested by the Defendant A'GACI's use of either the identical design or a
8 substantially similar design.
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12 33. Furthermore, based on information and belief, Plaintiff alleges that
13 Defendant A'GACI fully knew or had a reason to know that purchasing, distributing,
14 and selling Infringing Garments would infringe on Plaintiff's copyright when
15 Defendant purchased the identical, if not identical, substantially similar, Infringing
16 Garments from a third party, such as Defendant CEMI CERI.
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19 34. Based on information and belief, Plaintiff alleges that by engaging in
20 the above referenced conduct, Defendant A'GACI has acted in willful disregard of
21 laws protecting Plaintiff's copyright.
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23 35. Based on information and belief, Plaintiff alleges that Defendant CEMI
24 CERI had access to one or more of the Plaintiff's Subject Design, printed, made, or
25 purchased one or more copies of the Subject Design, and then distributed and/or
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1 sold Infringing Garments having one or more substantially similar, if not identical,
2 derivative work of the Plaintiff's Subject Design.

3 36. Moreover, based on information and belief, Plaintiff alleges that
4 Defendant CEMI CERI fully knew or had a reason to know that Subject Design was
5 Plaintiff's copyrighted property and that Defendant CEMI CERI may not reproduce,
6 copy, or create derivative works on the Subject Designs without Plaintiff's consent.
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9 37. In fact, based on information and belief, Plaintiff alleges that Defendant
10 CEMI CERI attempted to willfully hide the copyright infringement as attested by
11 the Defendant CEMI CERI's use of the identical design, but for changing the color
12 of the design to gold ink, altering direction of a few of the leaves, and adding the
13 dots between the feathers and flower petals in the bottom portion of the design.
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16 38. Based on information and belief, Plaintiff alleges that by engaging in
17 the above referenced conduct, Defendant CEMI CERI has acted in willful disregard,
18 or in gross negligence, or laws protecting Plaintiff's copyright.
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20 39. Based on information and belief, Plaintiff alleges that Defendant
21 ANTIQUE BRUSH had access to one or more of the Plaintiff's Subject Design,
22 printed, made, or purchased one or more copies of the Subject Design, and then
23 distributed and/or sold Infringing Garments having one or more substantially similar,
24 if not identical, derivative work of the Plaintiff's Subject Design.
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1 40. Moreover, based on information and belief, Plaintiff alleges that
2 Defendant ANTIQUE BRUSH fully knew or had a reason to know that Subject
3 Design was Plaintiff's copyrighted property and that Defendant ANTIQUE BRUSH
4 may not reproduce, copy, or create derivative works on the Subject Designs without
5 Plaintiff's consent.
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8 41. In fact, based on information and belief, Plaintiff alleges that Defendant
9 ANTIQUE BRUSH attempted to willfully hide the copyright infringement as
10 attested by the Defendant ANTIQUE BRUSH's use of the identical design, but for
11 changing the color of the design to gold ink, altering direction of a few of the leaves,
12 and adding the dots between the feathers and flower petals in the bottom portion of
13 the design.
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16 42. Furthermore, based on information and belief, Plaintiff alleges that
17 Defendant ANTIQUE BRUSH fully knew or had a reason to know that purchasing,
18 distributing, and selling Infringing Garments would infringe on Plaintiff's copyright
19 when Defendant sold the identical, if not identical, substantially similar, Infringing
20 Garments to a third party, such as Defendant CEMI CERI.
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23 43. Based on information and belief, Plaintiff alleges that by engaging in
24 the above referenced conduct, Defendant ANTIQUE BRUSH has acted in willful
25 disregard, or in gross negligence, or laws protecting Plaintiff's copyright.
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1 44. Based on information and belief, Plaintiff alleges that by engaging in
2 the above referenced conduct, each of Defendants DOES has acted in willful
3 disregard of laws protecting Plaintiff's copyright.
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5 45. Based on information and belief, Plaintiff alleges that Defendants, and
6 each of them, if not directly liable for infringement of Plaintiff's copyrights, are also
7 liable for contributory infringement because each Defendant knew or should have
8 known of the direct infringement and assisted or encouraged the infringement.
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10 46. Based on information and belief, Plaintiff alleges that Defendants, and
11 each of them, if not directly liable for infringement of Plaintiff's copyrights, are also
12 vicariously liable for the subject infringements because each Defendant enjoys a
13 direct financial benefit from another's infringing activity and has the right and
14 ability to supervise the infringing activity.
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17 47. Based on information and belief, Plaintiff alleges that Defendants' acts
18 of copyright infringement have caused Plaintiff to suffer, and to continue to suffer,
19 substantial damage to its business in the form of diversion of trade, loss of income
20 and profits, and a dilution of the value of its rights.
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23 48. Based on information and belief, Plaintiff alleges that as a direct result
24 of the acts of copyright infringement, Defendants, and each of them, have obtained
25 direct and indirect profits that they would not otherwise have realized but for their
26 infringement of Plaintiff's copyrighted Subject Design. Plaintiff is entitled to
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1 disgorgement of each Defendant's profits directly and indirectly attributable to said
2 Defendants' infringement of the Subject Design.

3 49. Based on information and belief, Plaintiff alleges that, Defendants' acts
4 of copyright infringement as alleged above were, and continue to be, willful,
5 intentional and malicious, subjecting Defendants, and each of them, to liability for
6 statutory damages under Section 504(c)(2) of the Copyright Act in the sum of up to
7 one hundred fifty thousand dollars (\$150,000.00) per infringement.
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12 **PRAYER FOR RELIEF**

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15 WHEREFORE, Plaintiff prays for judgment as follows:

16 1. That Defendants, and each of them, and their respective agents and
17 servants be enjoined from infringing Plaintiff's copyright in any manner;
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19 2. That Plaintiff be awarded Defendants' all profits plus all losses of
20 Plaintiff as a result of the foregoing infringement, the exact sum to be proven at the
21 time of trial, or, if elected before final judgment, statutory damages, as available
22 under the Copyright Act, 17 U.S.C. § 101 et seq.;
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24 3. That Plaintiff be awarded its attorneys' fees as available under the
25 Copyright Act, 17 U.S.C. § 101 et seq.;
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